

Original

No. 6079

IN THE

SUPREME COURT

OF THE

STATE OF CALIFORNIA.

M. G. CHAMBERLIN,

Respondent,

VS

PACIFIC WOOL-GROWING COMPANY,
A CORPORATION,

Appellant.

J. C. BATES,

Attorney for Appellant.

SAWYER & BALL,

Attorneys for Respondent.

Filed *July 6th* 1878.

D. B. Woff Clerk.

By *H. P. Buel* Deputy Clerk.

SAN FRANCISCO:

WM. P. HARRISON, PRINTER, N. E. CORNER SACRAMENTO AND LEIDESDORFF STREETS.
1878.

*Received a copy of the within writ
this 6th day of July 1878.
Atty for Appellant*

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<i>Respondent,</i>	
vs.	
PACIFIC WOOL-GROWING CO.,	
A CORPORATION,	}
<i>Appellant.</i>	

I.

The complaint in the first count states that the Corporation assumed the loan, ratified and confirmed the action of the President in making the loan and giving the note. It does not matter how or by whom the note was made, if the Corporation assumed the loan and ratified the action of the party making it. It therefore became the loan and note of the Corporation. Citation of authorities is hardly necessary.

An act in the nature of a tort done on behalf of a corporation, by an assault or imprisonment committed by a servant of a company, may be ratified so as to render the Corporation equally liable as if it had originally directed it.

Eastern Co. R. R. Co. vs. Brown, 6 *Exch.*
3, 14.

Abbott's Dig. on Cor., p. 673, *Sec. 1*, and authorities there stated.

Forbes vs. San Rafael F. Co. 40 *Cal.* 340.

II.

The second cause of action is complete in itself. The defendant in the title of the suit is stated to be a Corporation. If there was any error in this respect it is not an error that has worked any injury to the appellant, consequently there is no ground of reversal. The appellant had and used the \$850.

The complaint contains two causes of action that are properly united

Code P, 427.

III.

The appellant says, it turned out on the trial that there was but one transaction between the parties, and therefore the Court erred in denying defendants' motion, requiring plaintiff to elect, on which cause of action she rested her case.

How does this Court know anything about this assertion? The Bill of Exceptions does not purport to contain *all* the facts, and every presumption is in favor of the action of the Lower Court.

IV.

The transaction was not void on the ground of Public Policy, nor any other policy, unless it be a policy that would permit an unconscionable corporation to receive the money of the respondent, apply it to its own use, and then shield itself behind the justice of the law.

The Corporation having received the money, and used it for its own benefit, is bound to repay it, and will not be heard to say the original agreement was not made by a person legally authorized to contract.

Pixley vs. W. P. R. R. Co., 33 Cal. 196.

V.

The Respondent loaned \$850. The Corporation ratified the loan and used the money.

Trans., p. 11, fols. 30 to 35.

We submit the appeal is for delay, and the judgment ought to be affirmed, with damages.

SAWYER & BALL,

Attorneys for Respondent.